

**Judge Mosbarger – Law & Motion – Wednesday, August 6, 2025 @ 9:00 AM  
TENTATIVE RULINGS**

**1. 19CV01362 BOWEN, AARON ET AL V. CITY OF CHICO ET AL**

*EVENT: Defendants Jack Danielson and Heidi Danielson's Motion to Strike Plaintiffs' Memorandum of Costs*

As an initial matter, the Court's Judgment, entered on June 4, 2025, substantively ruled on the pending Cross-Complaints filed by Canyon Oaks Property Owners, Inc. on July 29, 2019, and by the City of Chico on September 12, 2019 for indemnity and contribution in ruling on the costs/fee awards in this action. The inference, which was intended by the Court, was to deny the relief requested in the Cross-Complaints and find each party receiving an adverse judgment liable for the prevailing parties' fees and costs. The Defendants Jack Danielson and Heidi Danielson's Motion to Strike Plaintiffs' Memorandum of Costs is granted, as is the joinder thereto filed by Defendant Canyon Oaks Property Owners, Inc. The Court finds that Plaintiffs were not the prevailing parties as it relates to either of these Defendants and thus Plaintiffs are not entitled to recover costs against Defendants Jack Danielson and Heidi Danielson or Defendant Canyon Oaks Property Owners, Inc. Counsel for the Danielson Defendants shall submit a form of order within two weeks.

Additionally, on the Court's own motion, the Court strikes from the Judgment entered on June 4, 2025, costs entered after judgment on July 23, 2025 to Canyon Oaks Property Owners Association, Inc., the Court finding that the costs were prematurely entered in error given the timely filing by Plaintiffs of a Motion to Strike/Tax Costs, which is still pending.

**2. 24CV01325 PEGGY BOONE-HOMAN BY AND THROUGH HER SUCCESSOR IN INTEREST, KIM BOCAST ET AL V. GLAD INVESTMENTS, INC ET AL**

*EVENT: Defendant and Cross-Defendant Chico Healthcare & Wellness Centre, LP's Motion to Clarify Order, or Alternatively, Compel All Parties to Arbitration*

While the Court does not find ambiguity in its Order of December 5, 2024, the Court offers the following clarification: Plaintiffs were ordered to submit their claims as alleged in the Complaint against the "Moving Defendants" (i.e., Defendants Chico Healthcare & Wellness Centre, LP and Rockport Administrative Services, LLC) to arbitration, and the Court's Ruling did not, nor was it intended to include any third parties or non-signatories to the arbitration agreement. In regard to the remaining Defendants (i.e., Charles A. Garretson, MD; Hardeep Mundh, NP; Garretson MD Medical Corporation; Glad Investments, Inc.; and Ramona Zamora, Trustee of the Gladys Jennings Revocable Trust), the action is stayed pending completion of arbitration. In regard to the request to compel additional Defendants to arbitration, the Court finds that as detailed in *Matthau v. Super. Ct.* (2007) 151 Cal.App.4th 593, citing the CA Supreme Court from *Hess v. Ford Motor Co.* (2002) 27 Cal.4th 516, 524, "A third party beneficiary is someone who may enforce a contract because the contract is made expressly for his benefit. ... The mere fact that a contract results in benefits to a third party does not render that party a third

party beneficiary ... a third party's rights under a contract are predicated upon the contracting parties' intent to benefit the third party' ... '[t]he circumstance that a literal contract interpretation would result in a benefit to the third party is not enough to entitle that party to demand enforcement'." Such is the case here and the request to compel the additional Defendants to arbitration is denied. Counsel for Defendants Charles A. Garretson, M.D.; Hardeep Mundh, N.P.; and Garretson MD Medical Corporation) shall submit a form of order consistent with this ruling within two weeks.

**3-5. 25CV02798 TYLER, MATHEW V. STATE OF CALIFORNIA ET AL**

*EVENTS: (1) Plaintiff's Motion for Preliminary Injunction*

*(2) Plaintiff's Motion for Court-Ordered Process Service Pursuant to in Forma Pauperis Provisions and Constitutional Mandates*

*(3) Plaintiff's Motion for Comprehensive Declaratory Relief Under 28 U.S.C. §2201*

There is no Proof of Service for any of the three Motions on calendar this date. As such, the Court is unable to determine whether sufficient notice was provided as required by *Code of Civil Procedure* §527(a) [in relation to the Motion for Preliminary Injunction], and *Code of Civil Procedure* §1005 [as to all three Motions], notice is deemed insufficient, and the Motions are denied.